

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MILLENNIUM IP, INC. and
MILLENNIUM MEDIA, INC.,

Plaintiffs,

v.

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No. 21-cv-04214

Judge Rebecca R. Pallmeyer

Magistrate Judge Maria Valdez

FINAL JUDGMENT ORDER

This action having been commenced by Plaintiffs MILLENNIUM IP, INC. and MILLENNIUM MEDIA, INC. (“Millennium”) against the defendants identified on Schedule A, and using the Defendant Domain Names and Online Marketplace Accounts identified on Schedule A (collectively, the “Defendant Internet Stores”), and Millennium having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto which have not yet been dismissed from this case (collectively, “Defaulting Defendants”);

This Court having entered a preliminary injunction; Millennium having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Millennium has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of Millennium's federally registered EXPENDABLES copyrights; Copyright Registration Nos. PA 1-703-039; PA 1-810-290; PAu 3-734-299 (the "EXPENDABLES Copyrights") to residents of Illinois. In this case, Millennium has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the EXPENDABLES Copyrights. *See* Docket No. 12, which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the EXPENDABLES Copyrights.

A list of the EXPENDABLES Copyrights is included in the below chart.

REGISTRATION NUMBER	REGISTERED COPYRIGHT	TYPE OF WORK
PA0001703039	The Expendables	Motion Picture
PA0001810290	The Expendables 2	Motion Picture
PAu003734299	The Expendables 3	Motion Picture

This Court further finds that Defaulting Defendants are liable for willful copyright infringement (17 U.S.C. § 504).

Accordingly, this Court orders that Millennium's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Final Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the EXPENDABLES Copyrights or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Millennium product or not authorized by Millennium to be sold in connection with the EXPENDABLES Copyrights;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Millennium product or any other product produced by Millennium, that is not Millennium's or not produced under the authorization, control, or supervision of Millennium and approved by Millennium for sale under the EXPENDABLES Copyrights;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Millennium, or are sponsored by, approved by, or otherwise connected with Millennium; and

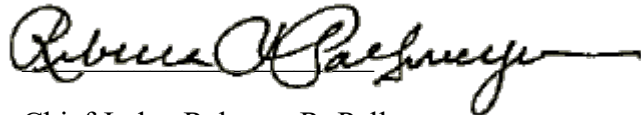
- d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Millennium, nor authorized by Millennium to be sold or offered for sale, and which bear any of Millennium's copyrighted works, including the EXPENDABLES Copyrights, or any reproductions, counterfeit copies or colorable imitations.
2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as Amazon Payments, Inc. ("Amazon") and ContextLogic, Inc. d/b/a Wish.com ("WISH"), (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:
- a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeit and infringing goods using the EXPENDABLES Copyrights; and
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the EXPENDABLES Copyrights or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine Millennium product or not authorized by Millennium to be sold in connection with the EXPENDABLES Copyrights.

3. Upon Millennium's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the EXPENDABLES Copyrights.
4. Pursuant to 17 U.S.C. § 504(c)(2), Millennium is awarded statutory damages from each of the Defaulting Defendants in the amount of \$100,000 for willful infringement of Plaintiffs' copyrights which are protected by U.S. Copyright Registration Nos. PA-1-703-039; PA-1-810-290 and PAu-3-734-299. This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.
5. Any Third Party Providers holding funds for Defaulting Defendants, including Amazon and WISH, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendants' assets.
6. All monies (up to the amount of the statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as Amazon and WISH, are hereby released to Millennium as partial payment of the above-identified damages, and Third Party Providers, including Amazon and WISH, are ordered to release to Millennium the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.

7. Until Millennium has recovered full payment of monies owed to it by any Defaulting Defendant, Millennium shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
8. In the event that Millennium identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Millennium may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 2 to the Declaration of Trevor Short and any e-mail addresses provided for Defaulting Defendants by third parties.
9. The Ten Thousand dollar (\$10,000) surety bond posted by Millennium is hereby released to Millennium or its counsel, Keith Vogt, Ltd., 111 West Jackson Blvd. Suite 1700, Chicago, Illinois, 60604. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Millennium or its counsel.

This is a Final Judgment.

Dated: November 3, 2021

A handwritten signature in black ink, appearing to read "Rebecca R. Pallmeyer", with a long horizontal flourish extending to the right.

Chief Judge Rebecca R. Pallmeyer
United States District Judge

First Amended Schedule A

No.	Defendants
1	aaauroc
2	Achtdsk
3	Athoreb
4	BDaisyE
5	brtyy
6	caiyi75168
7	cewaljskhdb
8	chenyueyummv
9	cuiqiusheng33281
10	cypooiaosdnz
11	de45g55
12	dejutan
13	FraleyTysonshop6
14	hbtyre
15	hyrteh
16	lidongzhuo20736
17	lipengfei63319
18	liudao18161
19	liyahui70653
20	LLOI66
21	meijunkun3891
22	oebbnisblxtneawe
23	OliviaH
24	opopuui
25	prigfld
26	qwasds
27	rdtvr
28	renxia15705
29	rfujurjuj
30	ronxing01
31	rsjhserw
32	rtbsds
33	rtudhd
34	rtvert
35	rtygbt
36	rynhzsd
37	samuh
38	sdfve

39	sgret5
40	shenwei77641
41	SherryP
42	Spidercloud
43	subtn
44	swadgf
45	tghbty
46	tghhy
47	tgvrvt
48	thtrys
49	tmvds
50	trtbe
51	tryryt
52	tuiryewr
53	tybret
54	tybrtwe
55	tyhhfgf
56	uogfbd
57	UTFRUYIKHY
58	utyfere
59	uyhygtt
60	Valerie5
61	vbdcvgf
62	vbgvsds
63	vxbfzxdg
64	vxczfg
65	wangfeng654
66	wepfu
67	WernerE
68	wjchr
69	wsejrd
70	xaseaf
71	xcfdsfvs
72	xcmdxtf
73	xtuydg
74	xzxdsv
75	yanluyao7930
76	ydfght
77	YettaEv
78	yuanhongfei72672
79	Yybrazl

80	Yycrary
81	Yyikzdg
82	Yykeynj
83	Yykusky
84	Yylatew
85	Yyprize
86	Yyrattw
87	Yystabr
88	Yytheea
89	Yytiuvw
90	ZAurora
91	ZCornel
92	ZEdwina
93	ZElvaEs
94	zengsenjuanshop
95	ZFayJos
96	zfdhn
97	ZFreder
98	ZHaleHa
99	zhangtongtong162X
100	zhanmenghui80912
101	zhaoguodong85521
102	zhaozikang65511
103	ZHarold
104	zhouzhiru86029
105	ZKerrIv
106	ZLetiti
107	ZLorrai
108	ZMageeL
109	ZMerryR
110	zmudhgv
111	zoudachao6298
112	Zpinwjc
113	ZTiffan
114	ZVeromc
115	zxcnjg
116	zxcwar
117	Zztints
118	Antoinet
119	AnTuoB Store
120	Beichen Technology

121	BeiJingZhongChuangHuaXingZhiZhiPinYouXianGongSi
122	birdsyan
123	Collody
124	fjghw
125	GHRTSJG
126	Gracelove US
127	GuiGangRuiShengShangMaoYouXianGongSi
128	huangshishihuanhuandianzishangwuyouxiangongsi
129	
130	junlidianshang
131	
132	LALOPEZ
133	leiWang
134	licuifangshangdian
135	linyan123
136	Liu Qingfang
137	Lucky Mug stores
138	Luhong Art
139	LvLiangShiLiShiQuGaoJieZongHeJingXiaoBu
140	MEW CICI
141	NanPingShiJianYangQuLiuYangJinBaiHuoDian
142	Polar lighttr
143	putianlaihongmaoyiyouxiangongsi
144	putianshichengxiangqudunyemaoyiyouxiangongsi
145	Quantum Station Technology Limited132
146	shandongruixiangxinxikejiyouxiangongsi
147	shenyangjiangxiangnongyuwangluokejiyouxiangongsi
148	ShiJiaZhuangWeiYaShangMaoYouXianGongSi
149	taiyuanshi xiao dian qu yun shui ming zhu chao shi
150	tege painting art
151	tianshimogui
152	tiantianmoshen
153	vm2GTnTU
154	
155	wgghiip
156	WO ZUIMEI
157	WWWGJZ
158	xianrongline
159	xianyouxianchaohanmaoyiyouxiangongsi
160	yanlingC
161	zhongshanwuchengguanggaoyouxiangongsi

